one's business by coercing his customers to cease to patronize him dependent on the fact that contract relations are thereby broken. *Gray* v. *Building Trades Council,* 91 Minn. 180, 97 N. W. 666, 103 Am. St. Rep. 477, 63 L. R. A. 753; *Jersey City Printing Co.* v. *Cassidy,* 63 N. J. Eq. 759, 53 Atl. 230. The decision in the principal case is clearly right, there being no real trade dispute between the parties and no justification disclosed for the acts of the defendants. See generally, COOLEY TORTS (3rd ed.) 597-608. See also *Ertz* v. *Produce Exchange,* 79 Minn. 140, 81 N. W. 737, 79 Am. St. Rep. 433, 48 L. R. A. 90. For cases apparently contra to rule of principal case see *J. F. Parkinson Co.* v. *Building Trades Council,* 154 Cal. 581, 98 Pac. 1027, 21 L. R. A. N. S. 550; *State* v. *Van Pelt,* 136 N. C. 633, 49 S. E. 177, 68 L. R. A. 760.

VENDOR AND PURCHASER—TIME OF THE ESSENCE.—Plaintiff agreed to sell certain land to the respondent. The purchase was to be completed by a fixed date, and time was to be "in all respects strictly of the essence of the contract." The purchaser was accidentally prevented from completing at the fixed date, by the sickness of his attorney, and the vendor claimed a right to rescind the contract. In an action by the purchaser for specific performance *Held,* the vendor was entitled to rescind. *Brickles* v. *Snell* [1916] 2 A. C. 599, 86 L. J. P. C. 22.

Time is not of the essence of an agreement to convey land unless it is expressly so stipulated, or follows by necessary implication from the nature of the transaction. *Cromwell* v. *Clinton Realty Co.,* 67 N. J. Eq. 540, 58 Atl. 1030. There are, however, a few decisions to the contrary. *Crippin* v. *Heermance,* Clarke Ch. (N. Y.) 133. But when the contract is merely an option to purchase the courts are agreed that time should be of the essence. *McKenzie* v. *Murphy,* 31 Colo. 274, 72 Pac. 1075. The reason for this is apparent. Any extension of time in such a case might work the prospective vendor irreparable injury. But a contract of that nature is not involved in the principal case. The right to reject title if it is proved legally defective, and the obligation to accept if it is valid, leaves the vendee no option. The most reasonable construction of a contract such as the one involved here would seem to be that the equitable title vested when the contract was entered into; subject to be divested if the vendor should be unable to make good title. But if this view is not taken it must be plain that the vendor-purchaser relation must have been established at the expiration of the ten days at which time, as provided by the contract, the title would be deemed accepted if no written objection were made thereto. The vendor-purchaser relation having been established then under either possible view, the question arises whether the estate of the latter should be divested for failure to perform what must properly be considered a condition subsequent. The vendor could have had specific performance of the contract, and the injury which resulted to him from the trivial default of the purchaser was so slight that enforcement of the stipulation making

time of the essence, would be, substantially, the inposition of a penalty. See note to *Wells* v. *Smith,* 31 Am. Dec. 278, and 2 Lead Cases Eq. 1134; POMEROY EQ. §455.

WILLS—ELECTION OF WIDOW TO TAKE UNDER WILL ESTOPPING HER TO TAKE INTESTATE PROPERTY.—Testator gave the residue of his property to his wife and son in equal shares, but the devise to the son lapsed upon his death during the life of the testator, and the testator died intestate as to this property. It was contended on behalf of the widow of the testator that she was entitled to this intestate property, she being the sole heir at law of her husband. *Held* that since the widow had elected to take under the will she was estopped from taking any portion of her husband's estate except that given her under the will; and that the property as to which he died intestate went to those who would inherit had the deceased left no widow. *In Re McAllister's Estate* (Minn. 1917), 160 N. W. 1016.

Upon the point here presented there seems to be an irreconcilable conflict of authority. See in accord with the principal case, *In Re Benson,* 96 N. Y. 499, 48 Am. Rep. 646; *Compton* v. *Ackers,* 96 Kan. 229, 150 Pac. 219. In an English case where the will expressly declared that certain provisions were made in lieu of dower, the court declared that the provisions applied only to such part of the estate as was disposed of by the testator, and the widow was not excluded from sharing in intestate property. *Naismith* v. *Boyes* [1899], A. C. 495. The same rule was followed in *Thompson's Estate,* 229 Pa. 542, 79 Atl. 173; *Bane* v. *Wick,* 14 Ohio St. 505; *Kaser* v. *Kaser,* 68 Ore. 153, 137 Pac. 187; *Sutton* v. *Read,* 176 Ill. 69, 51 N. E. 801. Contra *Ellis* v. *Dumond,* 259 Ill. 483, 102 N. E. 801. In *Demoss* v. *Demoss,* 47 Tenn. 256, where it was not expressly stated to have been in lieu of dower, the court decided in favor of the widow, basing their opinion upon the interpretation of their statute. Cf. *Collins* v. *Collins,* 126 Ind. 559, 25 N. E. 704. In *Beshore* v. *Lytle,* 114 Ind. 8, 16 N. E. 499, the court noticed the fact that the will gave the widow no "separate or individual estate," but merely made her a trustee, therefore her election to take under the will was not inconsistent with her claim to an ultimate share under the law. See in accord, *Micherson* v. *Bowly,* 49 Mass. 424; *State* v. *Holmes,* 115 Mich. 456, 73 N. W. 548; *Philleo* v. *Holliday,* 24 Tex. 38; *Bost* v. *Bost,* 57 N. C. 484. Also, 1 COL. LAW REV. 521.

WILLS—INCORPORATION OF FUTURE EVENT AS PART OF ORIGINAL DESCRIPTION.—Testatrix devised an estate to an afflicted son for life with remainder to "either one of my children who will take him into their family and see that he is supported and treated well"; no child was named to perform this duty. After the death of the life tenant, despite the fact that there is no dispute as to who did fulfil the condition by caring for the invalid, it is contended that this provision is void for uncertainty. *Held* (one justice dissenting) that the attempt to dispose of the remainder failed because the testatrix did not name or sufficiently designate which of the children should care for